

**INSTRUCTIONS TO BIDDERS  
CAFETERIA & MULTI-PURPOSE ROOM FLOOR REPLACEMENT  
EMERSON WILLIAMS ELEMENTARY SCHOOL  
461 WELLS RD.  
WETHERSFIELD, CT 06109  
BID# 2015-22**

The following instructions and specifications shall be observed by all Bidders:

**INTENT**

The intent of these specifications is to obtain a contractor to replace the flooring in both multi-purpose room (Gymnasium) and the Cafeteria at the Emerson Williams Elementary School at 461 Wells Rd. Wethersfield, Ct. 06109. Abatement of existing to be done by others.

**I. GENERAL PROVISIONS**

**1. Place of Bid Opening**

Town Hall, Finance Office, 2<sup>nd</sup> floor, 505 Silas Deane Highway, Wethersfield, Connecticut 06109.

**2. Time of Bid Opening**

**May 12, 2015 at 3:00 pm.** Bids may be withdrawn 90 days after bid opening, if no award has been made.

**3. Bid Return Envelope**

Please clearly mark your envelope with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. The following forms shall be submitted:

- A. Bid Form
- B. Fair Employment Practice Qualifications for Bidders form
- C. Bid Bond or Certified Check as Bid Security
- D. Completed Projects and References
- E. Affidavit for Local Preference (Appendix III if applicable)
- F. Non-Collusive Affidavit

#### **4. Basis of Award**

This contract shall be awarded to the lowest qualified responsible Bidder. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame. The Contractor shall have been doing business under the same name for a minimum of five years prior to February 2015. Also, the Contractor shall have demonstrated experience for the construction or reconstruction of at least five (5) or more similar projects within the last five-year period. **Names and locations of completed projects with a contact person's name and telephone number must be furnished as part of the bid requirements.**

#### **5. Bid Security**

A bid bond or certified check in the amount of 5 % of bid is required to be submitted with the Bid. The Bid Security will be returned to all except the successful bidder upon award.

#### **6. Notice of Award**

Owner will give notice of acceptance of a bid to the successful bidder by mail to bidder's address stated in Bid. If, within seven (7) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver a Bond properly executed, Bidder's Bid and Acceptance, at option of Owner, shall become null and void. He shall forfeit to Owner, as liquidated damages for such failure or refusal, the Bid Bond or certified check accompanying this Bid and Owner may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. The Contractor agrees to begin work within ten (10) days of the date on which he receives a written notice from the Town to proceed and he shall complete the project within the stipulated contract time.

#### **7. Award of Contract**

Owner reserves the right to reject any and all Bids, or any part of any bid, for any reason Owner deems advisable, and to award Contract or Contracts to any of Contractors bidding on work regardless of amount of Bid. It is intended that Contract or Contracts will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing skill and ability to perform the work, provided the times stated by Bidders in schedule of prices in proposals for starting and completing work are deemed advantageous to Owner's interest.

#### **8. No Bid**

Failure to return a bid will result in the removal of your firm's name from the Bid List. "No Bids" and responsive bids will result in your firm's retention on the Bid List.

#### **9. Performance/Labor & Material Bond**

A performance bond and labor/materials bond will **not** be required for this project; however lien waivers from vendors, suppliers and subcontractors will be required with each payment requisition.

**10. Scope of Work Change**

Owner reserves the right to change the scope of the project for any reason, before or after the bid is awarded without penalty to the Owner.

**11. Substitution for Named Brands**

There shall be **NO SUBSTITUTIONS** for any products listed herein or incorporated in the drawings of record.

**12. Price, Discounts, Payment**

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award.

It is the practice of the Town to pay valid invoices within 30 days after receipt.

**13. Time of Completion**

The length of time to complete the project will be forty-four (44) calendar days from date that clean air (abatement) is completed. End date shall be August 30, 2015

**14. Delays**

Delays for completion of work shall only be authorized by the Director of Maintenance & Operations, Wethersfield Public Schools.

All delays authorized by the Director of Maintenance & Operations shall be in writing. Delays due to the contractor's inability to complete the work for reasons other than weather shall not be considered as authorized.

**15. Prevailing Wage Scale**

This Project is not subject to State of Connecticut prevailing wage laws and the Davis Bacon Act.

**16. Liquidated Damages**

Sum of one hundred (\$100.00) dollars is agreed upon as liquidated damages, and shall be paid by the Contractor to the Town for each and every calendar day in which this Contract is not completed after time stipulated for such completion, and prices shall be fixed with regard to this provision.

**17. Assignment of Contract**

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion

thereon or of his right, title or interest therein, of his obligations there under, without written consent of the Town.

**18. Acceptance of Subcontractor**

Submission of name of Subcontractor in Proposal shall be deemed to constitute an acceptance by Contractor, if awarded Contract of Bid, of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of the Town.

**19. Basis of Payment**

Payment for this work will be based on unit prices bid times the actual quantity of work completed and accepted except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

**20. Method of Measurement**

The work required will be measured for separate payment, except as noted.

**21. Payments for Extra Work**

Written notice of claims for payments for extra work shall be given by Contractor within ten (10) days after receipt of instructions from Owner as approved by the Director to proceed with extra work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized estimate sheet showing all labor and material shall be submitted to the Director. Owner order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit prices or combination of unit prices, which formed basis of original contract.
- B. A lump sum based on Contractor's estimate accepted by Owner and approved by the Engineer.
- C. Actual cost plus 15% for overhead and profit.

**22. Payment Requests, Retainage and Guarantee Period**

Contractor may submit a request for payment once each month for work done and materials delivered and installed on site at the completion of each individual project. Each request for payment shall be computed from work completed, less 5% to be retained until expiration of the guarantee period which is one year from the date of written acceptance of **all** work.

**23. Insurance**

The Contractor shall procure and maintain at its own expense, the insurance detailed in Appendix I - Town's Insurance and Indemnification requirements. The Town reserves the right to waive or reduce certain insurance requirements. If the bidder is requesting a waiver or reduction, this should be

clearly noted within the bid response.

**24. Local Bidder Preference/Local Bidder Affidavit Form**

See Appendix II for Local Bidder Preference Ordinance and Appendix III for Local Bidder Affidavit Form.

**25. Equal Opportunity - Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. All bidders must fill out the "Fair Employment Practices for Qualifications of Bidders" form that follows. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reasons for revocation or cancellation of this contract.

**26. Plans**

The accompanying plans and specifications entitled **EMERSON WILLIAMS ELEMENTARY SCHOOL WETHERSFIELD, CT 06109** consisting of 1 sheet, Scale as noted, documents were prepared by **FRIAR ASSOCIATES, 281 FARMINGTON AVE. FARMINGTON, CT.**

## **II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS**

### **A. MULTI-PURPOSE ROOM (GYMATORIUM) FLOORING REPLACEMENT**

1. Technical specifications for this project can be found on sheet A12.1
2. The contractor shall coordinate all operations with all other BOE staff and/or contractors who may be doing work at the building concurrently.
3. Disposal of all materials is the responsibility of the contractor, including interior clean up and exterior clean up.
4. Contractor shall supply 30 sq. ft. of attic stock of each individual color used in the flooring in the Multi-purpose room.

### **B. CAFETERIA FLOORING REPLACEMENT**

1. Technical specifications for this project can be found on sheet A12.1
2. The contractor shall coordinate all operations with all other BOE staff and/or contractors who may be doing work at the building concurrently.
3. Disposal of all materials is the responsibility of the contractor, including interior clean up and exterior clean up.
4. Contractor shall supply one (1) full box of attic stock VCT for all colors used in the flooring of the cafeteria.

- C. There will be a pre-bid conference at the Emerson Williams School 461 Wells Rd. Wethersfield, Ct 06109 on **TUESDAY APRIL 28, 2015 AT 9:00am** for all interested parties.

### **D. NOISE CONTROL/HOURS OF OPERATION - Appendix IV**

The Town Ordinance entitled "Noise Control" included as an appendix, regarding noise and hours of operation, shall govern the contractor's operations.

**BID FORM**  
**CAFETERIA & MULTI-PURPOSE ROOM FLOOR REPLACEMENT**  
**EMERSON WILLIAMS ELEMENTARY SCHOOL**  
**461 WELLS RD.**  
**WETHERSFIELD, CT 06109**  
**BID# 2015-22**

Opening: **May 12, 2015 at 3:00 pm**

Town Hall  
Finance Office, 2<sup>nd</sup> floor  
505 Silas Deane Highway  
Wethersfield, Connecticut 06109

In accordance with these Specifications, the undersigned agrees to supply the following:

**For CAFETERIA & MULTI-PURPOSE ROOM FLOOR REPLACEMENT**

The Lump Sum cost of \$\_\_\_\_\_

Work to start 10 days after receipt of a Purchase Order.

Terms: \_\_\_\_\_

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Duly authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name & Title of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
e-mail address (optional)

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS  
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

SECTION PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

A NAME OF FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
NATURE OF BUSINESS \_\_\_\_\_  
NUMBER OF FULL TIME EMPLOYEES \_\_\_\_\_  
PERSON FILLING OUT FORM \_\_\_\_\_  
TITLE \_\_\_\_\_

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES\_\_\_NO\_\_\_

B IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES\_\_\_NO\_\_\_

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES\_\_\_NO\_\_\_

C IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES\_\_\_NO\_\_\_

SECTION DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS  
ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY

D CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND  
FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCESSES TO  
ENSURE THAT NO DISCRIMINATORY BIASES EXIST.



SECTION E PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

EMPLOYMENT STATUS AS OF \_\_\_\_\_

MALE						FEMALE					
WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL MALE	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL FEMALE

OFFICERS/ MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE/ CLERICAL											
CRAFTSMEN (SKILLED)											
OPERATORS (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											

SECTION NAME OF OFFICER OF FIRM \_\_\_\_\_

F SIGNATURE OF OFFICER \_\_\_\_\_

DATE \_\_\_\_\_

**TOWN OF WETHERSFIELD**  
**Department of Finance**

**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires

\_\_\_\_\_

## APPENDIX I

### TOWN OF WETHERSFIELD

#### **INSURANCE AND INDEMNITY REQUIREMENTS**

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
  - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
  - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
  - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably

determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:

a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.
  - b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
  - c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
  - d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
  - e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
  7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

## Other Conditions

### Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

## APPENDIX II

### ORDINANCE PROVIDING FOR LOCAL PREFERENCE

#### TOWN BASED BUSINESS

**The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield.** A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

#### LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

#### IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

#### RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT TO THE  
ORDINANCE PROVIDING FOR LOCAL PREFERENCE

**(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)**

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

\_\_\_\_\_  
Name of Local Bidder  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Local Bidder



## Appendix IV

### Chapter 105 NOISE CONTROL

- § 105-1 Title
- § 105-2 Purpose
- § 105-3 Definitions
- § 105-4 Noise Measurement Procedures
- § 105-5 Noise Levels
- § 105-6 Background and Impulse Noise
- § 105-7 Exceptions
- § 105-8 Vehicle Noise Restrictions
- § 105-9 Penalties For Offenses
- § 105-10 Variances
- § 105-11 More Stringent Provisions to Apply

**[HISTORY: Adopted by Town Council of the Town of Wethersfield as Secs. 3-4-1 through 3-4-12 of the Code of 1972 Section 105-3 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. II. Other amendments noted where applicable.]**

#### GENERAL REFERENCES

Noise to attract sales – See Ch. 116.

#### § 105-1 Title

The short title of this chapter shall be the “Town of Wethersfield Noise Control Ordinance”.

#### § 105-2 Purpose

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health, safety or welfare or degrade the quality of their lives. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Wethersfield through the reduction, control and prevention of noise.

#### § 105-3 Definition

1. BACKGROUND NOISE – Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable. In statistical terms, it is the level which is exceeded ninety (90%) of the time (L90) in which the measurement is taken.
2. BUSINESS ZONE: - Those areas so designated under Business Zone No. 1 (B-1), Business Zone No. 2 (B-2), Planned Development – Office Zone (PD-O) and Planned Development – Business Zone – (PD-B) of the Zoning Regulations of the Town of Wethersfield.
3. CHIEF OF POLICE – The Chief of Police of the Town of Wethersfield or a duly authorized officer subject to his order.
4. CONSTRUCTION – The assembly, erection, substantial repair, alteration, demolition or site preparation for or of public rights-of- way, buildings or other structures, utilities or property.
5. CONSTRUCTION EQUIPMENT – Any equipment or device operated by fuel or electric power used in construction or demolition work.
6. DAYTIME HOURS – The hours between 7:00 a.m. and 10:00 p.m. Monday through Saturday and the hours between 9:00 a.m. and 10:00 p.m. on Sunday.
7. DECIBEL – A unit of measurement of the sound level, the symbol for which is “db.”.
8. DEMOLITION – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of way surfaces or similar property.
9. DOMESTIC POWER EQUIPMENT – Includes but not limited to power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

10. **EMERGENCY VEHICLE** – Any motor vehicle authorized by any local authority to have sound warning devices, such as sirens and bells, which can lawfully be used when responding to an emergency.
11. **EMERGENCY WORK** – Work made necessary to restore property to a safe condition following an emergency or work required to protect persons or property from exposure to imminent changes.
12. **EXCESSIVE NOISE** – Any sound, the intensity of which exceeds the standards set forth in §105-5.
13. **IMPULSE NOISE** – Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid delay.
14. **INDUSTRIAL ZONE** – Those areas so designated under the Industrial Zone (I) and Industrial Park Zone (IP) of the Zoning Regulations of the Town of Wethersfield.
15. **INTRUSION ALARM** – A device with an audible signal and which, when activated, indicates an intrusion by an unauthorized person.
16. **MOTOR VEHICLE** – A vehicle as defined in Subdivisions (30) and (31) of Section 14-1, Connecticut General Statutes, Revision of 1958, as amended.
17. **MUFFLER** – A device for abating sound such as escaping gases.
18. **NIGHTTIME HOURS** – The hours between 10:00 p.m. and 7:00 a.m. Sunday evening through Saturday morning and between 10:00 p.m. and 9:00 a.m. Saturday evening through Sunday morning.
19. **NOISE LEVEL** – The sound-pressure level as measured with a sound-level meter using the A-weighting network. The sound level is designated “db(A)” or “db(a)”.
20. **PERSON** – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.
21. **PREMISES** – Any building, structure, land or portion thereof, including all appurtenances, owned or controlled by a person. A noise emitter’s premises including contiguous publicly dedicated street and highway rights-of-way, all road rights-of way and waters of the state.
22. **PROPERTY LINE** – That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned and controlled by another person and which separates real property from the public right-of-way.
23. **PUBLIC RIGHT-OF-WAY** – Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a government entity.
24. **RECREATIONAL VEHICLE** – Any internal-combustion-engine-powered vehicle which is being used for recreational purposes.
25. **RESIDENTIAL ZONES** – Those areas so designated under Special Resident Zone (SR), AA Residence Zone, A-1 Residence Zone, A Residence Zone, B Residence Zone, C Residence Zone, Planned Development – Medium Density Residence Zone (PD-MDR), Planned Development – High Density Residence Zone (PD-HDR) and Planned Development – Elderly Housing Zone (PD-EH) of the Zoning Regulations of the Town of Wethersfield.
26. **SOUND** – A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including but not limited to an auditory response when impinging on the ear.
27. **SOUND LEVEL METER** – An instrument used to measure sound levels. A “sound-level-meter” shall conform, as a minimum, to the American National Standards Institute operational specifications for sound level meters §1.4-1971 (Type S2A).
28. **SOUND-PRESSURE LEVEL** – Twenty (20) times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter ( $20 \times 10^{-6}$  newtons/meters<sup>2</sup>) or two ten-thousandths (0.0002) dyne per square centimeter, and is expressed in decibels (db).

#### § 105-4 Noise Measurement Procedure

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable.

- A. A person conducting sound measurements shall have been trained in the techniques and principles of sound-measuring equipment and instrumentation.

- B. Instruments used to determine sound-level measurement shall be sound-level meters as defined in this chapter.
- C. The following steps should be taken when preparing to take sound level-measurements:
  1. The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.
  2. Measurements to determine compliance with § 105-5 shall be taken at a point that is located more or less (1) foot beyond the property line of the noise emitter's premises and within the noise receptor's premise.
  3. The recommended practices for determining statistical noise levels shall be those as outlined in the document entitled "Connecticut Noise Survey Data Form No. 101".

#### § 105-5 Noise Levels

It shall be unlawful for any person to emit or cause to be emitted any noise beyond the property lines of his/her premises in excess of the following noise levels:

Zone in Which Noise Emitted is Located	Zone in Which Noise Receptor is Located			
	Industrial [db(A)]	Business [db(A)]	Residential Daytime Hours[db(A)]	Residential Nighttime Hours[db(A)]
Industrial	70	66	61	51
Business	62	62	55	45
Residential	62	55	55	45

#### § 105-6 Background and Impulse Noise

- A. In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) db(A), provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) db(A) at any time and provided that this section does not decrease the permissible levels of other sections of this chapter.
- B. No person shall cause or allow the emission of impulse noise in excess of eighty (80) db peak sound-pressure level during nighttime hours to any residential zone.
- C. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) db peak sound-pressure level at any time to any zone.

#### § 105-7 Exceptions

- A. This chapter shall not apply to noise emitted by or related to:
  1. Natural phenomena.
  2. Any bell or chime from any building clock, school or church.
  3. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.
  4. A public emergency sound signal.
  5. Warning devices required by the Occupational Safety and Health Administration or other state or federal safety regulation
  6. Farming equipment or farming activity.
  7. An emergency.
  8. Snow removal equipment.
- B. The following shall be exempt from this chapter, subject to special conditions as specified.
  1. Noise generated by construction equipment which is operated during daytime hours, provided that the operation of construction equipment during nighttime hours shall not exceed the maximum noise levels as specified in § 105-5.
  2. Noise from domestic power equipment operated during daytime hours.
  3. Noise from demolition work conducted during daytime hours, provided that when considered emergency work, demolition shall be exempted at all times from the noise levels set in this chapter.

4. Noise created by any aircraft flight operations which are specifically preempted by Federal Aviation Administration.
5. Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the town, including but not limited to parades, sporting events, concerts and fireworks displays.
6. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time, at specified hours previously announced to the local public and provided that a permit for such blasting has been obtained from local authorities,
7. Noise created by leaf, refuse and solid waste collection, provided that the activity is conducted during the hours specified in this Code or, if no hours are specified or are specifically prohibited, then during daytime hours. [Amended 9-7-1993]
8. Noise created by fire or intrusion alarm shall, from time of activation of the audible signal, emit noise for a period of time not exceeding ten (10) minutes when such alarm is attached to a vehicle or thirty (30) minutes when attached to any building or structure.
9. Public-address systems used in election campaign activities during daylight hours only.

#### § 105-8 Vehicle Noise Restrictions

The following activities are prohibited:

- A. Motor vehicle noise. All motor vehicles operated within the limits of the Town of Wethersfield shall be subject to the noise levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- B. Motor vehicle sound-amplifying devices. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in §105-5.
- C. Recreational vehicles noise. No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in §105-5.

#### § 105-9 Penalties For Offenses

Any person in violation of any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed fifty dollars (\$50). Each day that such violation continues after the time for correction of the violation given in an order shall constitute a continuing violation, and the amount of the fine shall be doubled for each day said violation continues, said fine not to exceed four hundred dollars (\$400) per day.

#### § 105-10

##### Variances

- A. Any person living or doing business in Wethersfield may apply to the Chief of Police for a variance from one (1) or more of the provisions of this chapter which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Chief of Police at least twenty (20) days prior to the start of the activity for which the variance is sought:
  1. The location and nature of the activity
  2. The time period and hours of operation of said activity.
  3. The nature and intensity of the noise that will be generated.
- B. No variance from this chapter shall be granted unless it has been demonstrated that:
  1. The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations;
  2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
  3. Compliance with this chapter constitutes an unreasonable hardship on the applicant.

- C. The application for a variance shall be reviewed and approved or rejected at least five (5) days prior to the start of the proposed activity. Approval or rejection shall be made in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.
- D. Failure to rule on an application within the designated time shall constitute approval of the variance.

§ 105-11

More Stringent Provisions to Apply

All provisions of the Zoning Regulations of the Town of Wethersfield which are more stringent than those set forth herein shall remain in force. If, for any reason, any word, clause, paragraph or section of this chapter shall be held to make the same unconstitutional or be superseded by any State laws or regulations, this chapter shall not thereby be invalidated, and the remainder of the chapter shall continue in effect.